



Ventura County Community College District

PURCHASING DEPARTMENT

April 24, 2019

TO: All Bidders

FROM: Karina Harding, Purchasing

SUBJECT: **Bid 582 Ventura College Chromatography Equipment**

Enclosed is a packet for **Bid 582 Ventura College Chromatography Equipment**. This bid packet includes the General Instructions to Bidders, Specifications, Pricing Form, Bid Form, Drug-Free Workplace Certification, Non-Collusion Affidavit, and Affirmative Action all of which are required with the bid pricing proposal submitted.

The bid packet may be downloaded from the College District-Purchasing Department website at: <https://purchasing.vcccd.edu>. No fax or electronic bids will be accepted.

All bid responses must be clearly marked with the bid number and title and returned in a sealed envelope to the Purchasing Department at 761 E. Daily Drive, Suite 200, Camarillo, CA 93010, on or before **3:00 pm, Tuesday, May 14, 2019** to be considered, at which time proposals will be opened.

Questions regarding this bid may be sent by e-mail to my attention at the address below, no later than 3:00 pm, Tuesday, May 7, 2019.

The bid award shall be subject to final agreement on terms, conditions, and scope of work between VCCCD and Bidder.

It is the responsibility of the Bidder to verify that their proposal has been received by the VCCCD Purchasing Department prior to the opening date. Verification of receipt can be made through the listed Purchasing Specialist.

Thank you for your interest in submitting a proposal on this project. If you choose not to participate in this particular bid, please sign and return the Bid Form stating "No Bid". Your company will remain on our active bid list. If you would like to have your company name removed from our list of prospective bidders, you may state so on the Bid Form.

If you have any questions, please contact me at 805-652-5562 or kharding@vcccd.edu

Sincerely,

Karina Harding

Karina Harding, Purchasing Assistant



Ventura County Community College District

PURCHASING DEPARTMENT

TO: Ventura County Star / Legal Ads
FROM: Purchasing Department
DATE:
RE: Advertising for Bid 582 VC Chromatography Equipment

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT NOTICE INVITING BIDS

The Ventura County Community College District will receive proposals for **Bid 582 Ventura College Chromatography Equipment**, in accordance with specification standards and proposal requirements, copies of which may be obtained in PDF format at <https://purchasing.vcccd.edu> or by contacting the Purchasing agent listed below. Each bid is to be completed on the forms that are included in the bid documents or issued addenda.

Bid proposals must be returned sealed and marked with bid number and title, to the Ventura County Community College District located at 761 E. Daily Drive, Suite 200, Camarillo, CA 93010, on or before **3:00 pm, Tuesday, May 14, 2019** to be considered, at which time proposals will be opened.

Karina Harding, Purchasing Assistant

Published: April 24 & May 1, 2019

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT GENERAL INSTRUCTIONS TO BIDDERS

1. **Definitions:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a. "Bid" means an offer, made in response to a solicitation, to perform a contract for services, labor or to supply goods or materials at a specified price.
 - b. "Bidder" means a supplier who submits a bid to the District in response to a solicitation.
 - c. "Purchasing Specialist," means the Ventura County Community College District authorized contracting official.
 - d. "District" means Ventura County Community College District.
2. **Bid Packet:** This Bid Packet consists of the following: Cover Letter, General Instructions, Bidder Instructions (if applicable), Bid Specifications, Pricing Form Bid Form and Drug Free, Non-Collusion & Affirmative Action forms.
3. **Bid Proposal:** Bid proposals, to receive consideration, should be made in accordance with the following instructions:
 - a. All items on the Pricing Form should be filled out. Numbers should be stated in figures and written amount. If there is a discrepancy between the written amount and figure amount, the written amount will prevail. All pages of the pricing forms are to be initialed and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures. Any corrections must be noted by affixing, in the margin immediately opposite the correction, the initials of the person signing the bid.
 - b. Should a Bidder find discrepancies and/or omissions from the drawings or documents, or should be in doubt as to meaning, the Bidder should contact the Purchasing Specialist listed in the Bid Packet. All inquiries will be answered in writing and distributed to all Bidders in the form of addenda to the bid. Neither the District nor its representative will be responsible for any oral instructions. No addenda will be issued later than Five (5) Days prior to the date set for the opening of bids. Inquiries affecting bids will be answered in writing and distributed to all Bidders in the form of addenda to the bid.
 - c. All addenda or bulletins issued during the bidding period are to be considered part of the bid and be included in the bid proposal.
 - d. Bid proposals, enclosed in a sealed envelope, shall be addressed and delivered to Ventura County Community College District Service Center, Attn: Purchasing Department, 761 E Daily Dr., St. 200, Camarillo, CA 93010, before the time stated in the Bid Packet. Each envelope shall bear the Number of the Bid, Title of the Bid and the Name of the Bidder. **No electronic (e-mail) or fax bids or amendments to bids shall be accepted.** All bid proposals must include a signed and dated Bid Form to be eligible for consideration. Bid Form must be signed by a responsible officer of the bidding company in order to be considered.
4. ***It is the responsibility of the Bidder to verify that their Bid has been received by the District's Purchasing Department prior to the bid opening. Verification of receipt can be made through the Purchasing Agent/ Buyer listed in the Bid Packet.***
5. **Specifications:** *The use of a manufacturer, product brand name or make in the specifications is not intended to restrict Bidders. The specification establishes the character or quality of the article desired. Alternative materials or goods on which other proposals are submitted must, in all cases be equal or exceed in every detail to the item specified. Bid must clearly state the brand, make or model number.* Alternative goods and materials are subject to review and must be approved prior to the date listed on the bid specifications. The District, for inspection and specification testing, may require samples of bid items. Samples furnished must be free of expense to the District. Samples furnished must also be identical in all respects to the products specified in the bid. Samples, if not destroyed by tests, and if requested, will be returned at the Bidder's expense. All goods furnished under this contract shall be newly manufactured goods. Used or reconditioned goods are prohibited, unless otherwise specified.

6. **Prices:** Prices shall be shown on the Pricing Form for each individual item. Appropriate sales tax shall be included at the correct rate at the time of order, unless otherwise specified. Pricing should be valid for the period as indicated in the bid proposal/pricing forms.
7. **Quantity:** All quantities are estimates and may vary upon actual ordering of units. The District reserves the right to increase or decrease quantities, all or part of the items may be awarded. Over shipments will be returned at the Bidder's expense.
8. **Delivery:** Time and manner of delivery are essential factors in proper performance under the contract. Promptness of delivery may be a factor in awarding the bid. Unless otherwise specified, the Bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, packing and insurance costs for delivery FOB Destination as specified in the bid. Where specific authorization is granted to ship goods FOB Point of Origin, Bidder(s) agrees to prepay all shipping charges, routing the least expensive method. Each invoice will list shipping charges as a separate line item on the invoice and shall include the original or a copy of the freight bill (excluding postal charges). No COD shipments will be accepted.
9. **Contract Renewal:** The term of the contract as stated in bid documents and may be extended for additional periods. Per Education Code § 81644 contracts for goods and materials may not exceed three (3) years, contracts for services may not exceed five (5) years. Bidder and the Purchasing Specialist, representing the District, must mutually agree upon allowances for manufacturer price increases and decreases, which must be accepted prior to renewal of contract.
10. **Prevailing Wage:** In accordance with Section §1771 of the California Labor Code, except for public works projects of one thousand dollars (\$1,000) or less, as defined in Section §1720, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

In accordance with Section §1773 of the California Labor Code, the Bidder shall post a copy of the determination prevailing rates of wages at each job site. A copy of these determinations, entitled "PREVAILING WAGE SCALE" is available to any interested party through the internet at: www.dir.ca.gov. The Bidder and any Subcontractor(s) shall not pay less than the specified prevailing rates of wages to all workers employed by them in execution of the contract when applicable.

Each Bidder submitting a proposal to complete the work must be a current registered contractor with the Department of Industrial Relations pursuant to Labor Code §1725.5("DIR Registered Contractor"). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the work is deemed 'not qualified' and the proposal of such a Bidder will be rejected for non-responsiveness. In accordance with Section §1770 of the CA Labor Code, the Contractor shall post a copy of the determination prevailing rates of wages at each job site. In accordance with the provisions of CA Public Contract Code §22300, substitution of eligible and equivalent securities for any monies to ensure performance under the contract will be permitted at the request and expense of the Contractor. The Owner reserves the right to reject any or all bid proposals or to waive any irregularities or informalities in any bid proposal or in the bidding.

11. **Workers Compensation:** Section 3700 of the Labor Code requires every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code. Bidder must comply with such provisions before commencing the performance of the work of this Contract.
12. **References:** Bidder may be required to provide a reference list of current customers using materials, goods or services similar to those specified in the bid.
13. **Withdrawal of Bid:** Bid proposals may be withdrawn by the Bidder prior to, but not after the scheduled opening by notifying the Purchase Specialist listed in the Bid Packet. It shall be at the sole discretion of the District to allow Bidder to withdraw a bid. If evaluation and award of the bid will be based on award of "all or none" of the items or services, the withdrawal must be for the entire bid. If the evaluation and award of the bid will be based on line items, sections, combination of items, the District may consider permitting withdrawal of specific line item(s), sections combinations of items or services.

14. **Opening of Bid Proposals:** Bid proposals will be opened and read at or shortly after the time set in the advertised Notice Inviting Bids, unless otherwise stated in the Bid Packet. Bidders or their representatives, and other interested persons, may be present at the opening of bid proposals. Bid proposals that arrive after the time set for bid opening will be returned to the vendor unopened and considered non-responsive.
15. **Bidders Interested in More Than One Bid:** No person, firm or corporation shall be allowed to make, file, or be interested in more than one bid for the same work unless alternate bids are specifically stated.
16. **Award or Rejection of Bids:** The bid, if awarded, will be awarded to the lowest responsible Bidder(s) by section or by total bid in compliance with these instructions. All items in a section must be completed for a section to be considered for award, unless otherwise stated. In the event that this bid calls for the acquisition, procurement or maintenance of electronic systems, data processing, electronic telecommunication, supporting software, related materials, goods and/or services, a community college district may contract with one of the three lowest responsible competitive proposals or bids per Education Code § 81645. The competency and the responsibility of Bidder(s) will be considered in making the award of Bid. Prior to bid award, the District may require the Bidder(s) to furnish evidence satisfactory to the District that it has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the bid or any Bidder(s) who have previously failed to perform properly or to complete on-time contracts with the District. The District reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bid or in the bidding. All or part of the bid may be for one or more colleges.
17. **Form of Contract:** The form of contract which, the successful Bidder, will be awarded is a District Purchase Order referencing bid specifications and other contract documents.
18. **Performance Bond:** This bid is intended for small cabling and Audio Visual Installation at any of your locations. The District reserves the right to bid any proposal for larger a project or require a Performance Bond prior to work beginning on any proposal. All projects require a job walk, detailed proposal and an approved Purchase Order.
19. **Hold Harmless:** The Bidder shall hold the Ventura County Community College District, its officers, agents, servants and employees harmless from liability. The Bidder agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation or use of services or goods and materials purchased herein. The Bidder further agrees to assume all expenses and damages arising from such claims, suits and proceedings.
20. **Anti-Discrimination:** Bidder hereby certifies that in performing services or providing materials or goods for the District, there shall be no discrimination in hiring or employment practices because of sex, race, color, ancestry age, national origin, disability, disabled veteran status, or religious creed. The Bidder further agrees to comply with all applicable Federal regulations and California Fair Employment Practice Act.
21. **Invoices and Payments:** Unless otherwise specified, the Bidder shall render invoices for materials, goods and services under the contract to the Ventura County Community College District Service Center, Accounts Payable Department, 761 E. Daily Drive, Camarillo, CA 93010. Invoices shall be submitted on a form acceptable to the District under the same firm name as shown on contract. All invoices, packing lists, packages, and shipping notices shall contain the applicable purchase order number. The Bidder shall list separately any taxes payable by the District.
22. **Default by Bidder:** The District shall hold the successful Bidder responsible for any damage, which may be sustained because of the failure or neglect of Bidder to comply with any terms or conditions listed herein. In the event of a breach by the Bidder of any of the provisions in the bid or subsequent contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral and/or written notice to the Bidder.
23. **Independence of Bid:** Unless the Bidder is furnishing a joint bid, by submitting this bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
24. **Participation by Other Public Entities:** Other Community Colleges and/or public entities in the State of California may procure items and /or services off this bid under the same terms and conditions stated in this bid.
25. **Warranty:** Unless otherwise specified, the warranties contained in this contract begin after acceptance of merchandise has occurred. Bidder will include all written information on any warranty provided by Bidder or the manufacturer.

26. **Disputes:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Bidder shall submit to the Purchasing Specialist, the "Bidder Protest" form within five (5) working days after being notified by the Purchasing Department of the proposed award. Protests shall include reasonable and valid concerns as to why the award, as determined by the District, should not go forward. The District will respond to all protests in writing. The Board of Trustees will not consider protests from Bidders and/or their agents during a public meeting if they have not followed this procedure.
27. **Rehabilitation Act of 1973-508 Compliance:**
Section 508 is part of the federal law known as the Rehabilitation Act of 1973. Amendments to the Rehabilitation Act – known as the Section 508 Standards for Electronic and Information Technology (EIT) – went into effect in June 2001. The idea behind this standard is that as vendors become more aware of how to make their products accessible and requestors become more aware of Section 508-compliant products, electronics and information technology will improve.
- Ventura County Community College District has incorporated the following statement into our standard purchase order terms and conditions, Bid, RFP, RFQ and Contract Documents:*
Vendor hereby warrants that any hardware, software products or services to be provided under this RFP, Purchase Order and/or Agreement comply with the assessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Vendor further agrees to indemnify and hold harmless the District, the Chancellor's Office and any party of Ventura County Community College District using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this RFP, Purchase Order and/or Agreement.
28. **In-kind Benefits of Donated Equipment:** Include with bid response any additional in-kind benefits or donated equipment. Any equipment and/or benefits listed in bid responses will not be considered in determining the award of bid.
29. **Technology Clause:** This request for bids seeks to address the rapid advances in technology. As technology advances, it is understood that the improved or enhanced components/products may supercede existing products in both price and performance and yet be essentially similar. By allowing functionally similar, upgraded or identical products that may be introduced in the future or during the term of this bid are included under the general umbrella of compatible product lines and are thus specifically included in this bid document.
30. **Evaluation Criteria:** The District will evaluate the responses to the proposals based on strength of operations, quality, price, service of existing locations, and financial return to the District.
31. **Security/Bond:** The District reserves the right to request Bidders Security/Bond if stated in the bid documents.
32. **Artwork:** Any artwork produced for a project is the sole property of the District and shall be forwarded to the Purchasing Department at 761 E. Daily Drive, Ste. 200, Camarillo, CA 93010, upon completion of this project.

Ventura County Community College District
Bid 582 Ventura College Chromatography Equipment

INTRODUCTION

Ventura College seeks a supplier to provide high-quality state of the art chromatography equipment for its Chemistry Department. The Equipment List and Specifications are on the following pages of this document.

Sealed Bids must be submitted to the Ventura County Community College District, attention to the Purchasing Department by or before **3:00 pm, Tuesday, May 14, 2019** to be considered. Bids should be sent to: 761 E. Daily Drive, Suite 200, Camarillo, CA 93010. Note that no electronic or faxed bids will be accepted.

Questions regarding this bid must be submitted by 3:00 pm on May 7, 2019 by e-mail to: kharding@vcccd.edu

Alternative Materials

The use of a manufacturer, product brand name or make in the specifications is not intended to restrict bidders. The specifications establish the character or quality of the article desired. Alternative materials or goods on which other proposals are submitted must, in all cases, be equal or exceed in every detail to the item specified. Bid must clearly state the brand, make and model number. Alternative goods and materials are subject to review and will be approved by the college prior to the final Award. All relevant Technical Specification Sheets must be included in the bid proposal submitted. All goods furnished under this contract shall be newly manufactured goods. Used or reconditioned goods will not be accepted.

Required Bid Submittal Documents:

- Bid Proposal Form
- Drug Free Workplace Form
- Non-Collusion Affidavit
- Affirmative Action Form
- Bid Pricing Sheet
- Equipment Specifications or White Sheets on Proposed Equipment
- Other information regarding warranties and service options on the proposed equipment

Bid 582 VC CHROMATOGRAPHY EQUIPMENT SPECIFICATIONS

The Ventura College chemistry laboratory requires a high-end Gas Chromatography System where students can experience state of the art equipment and techniques. The purchase of the Gas Chromatograph and Mass Spectrometer (GC-MS) for student use in the organic chemistry labs will enable them to run their own experimental unknowns rather than analyzing computer-generated data.

There are eight (8) components listed on the pricing sheet which will complete the system required. The College is also interested in receiving quotes for a one-year warranty and a three-year warranty and maintenance package. Please include details about the warranties available in the bid submitted.

Each component part must be compatible with the Gas Chromatograph Mass Spectrometer model being bid. Please list and price separately any other peripheral equipment that is required for the system that may not be listed for consideration. Specification sheets are required for each piece of equipment being bid.

A brief description and preferences for each piece of equipment are noted below. Each is numbered in correlation to the numbers on the Equipment Pricing Sheet.

1. Gas Chromatograph and Mass Spectrometer:

Preference is a high-end single quadrupole gas chromatograph mass spectrometer, GCMS-QP2020NX. The GC-MS unit should decipher from a multi-function ion source, and include a large-capacity turbomolecular pump with heightened exhaust efficiency for all carrier gases, including nitrogen, and capable of advanced scanning speed protocols. The unit desired is 115 Volt using EI ionization method.

Other features include:

- High-performance ion source and ion optics to enhance ionization and transport efficiency
- Large-capacity turbomolecular pump with enhanced exhaust efficiency to improve use with helium as well as hydrogen and nitrogen
- Single Quadrupole GC-MS
- Temperature control functions to enable more precise oven temperature with minimum of three cooling rate levels that can be specified
- Configurable into a dual-injection system
- Ability to switch between EI and PCI methods using software applications, although only EI is required
- High-speed scanning and data acquisition to achieve speeds up to 20,000 μ /second across all masses
- Mass spectrometry kit to have two columns installed for easily swapping of samples
- Prefer an economic energy saving mode to reduce costs of power and carrier gas consumption

- An 'active' time management gauge that accurately displays operation times

EQUIPMENT SPECIFICATIONS - Continued

2. Automated Liquid Sample Injection System:

The multifunctional automated liquid sample injection system should provide powerful support to enhance the reliability and productivity of the analysis operation in conjunction with the chromatograph noted above.

Other features include:

- A liquid sample injection system with 10ul, 50ul, and 250ul syringes capable of delivering 0.1ul to 200ul of sample to the GC inlet.
- Programmable for sample delivery via the following modes: traditional, solvent flush, or solvent flush with air gap and second solvent.
- Programmable for full control of sampling speed, injection speed, and plunger speed.
- Allow for effective solvent flushing (introducing air or solvent before sampling) for analysis of samples that may remain in the syringe
- Multi-sampling ability to increase the sensitivity to trace components by continuous injection during analysis
- Pretreatment functions including adding reaction reagents.
- Support diverse injection modes, including solvent flushing and PTV large volume injections
- Can handle up to 150 samples

3. Robotic Sample Tray - for the injection system above

Capacity to hold and deliver up to 150 1.5mL vials or 96 4mL vials to the injection system. Operated via injection system keyboard and software.

4. Single-phase Power Conditioner

Low impedance isolation transformer for protection of electrical systems from power disturbances.

5. Regulator for Helium/Argon/Nitrogen, dual stage with 1/8" union.

6. Purifier HE Gas QP: Helium filter, large capacity with 1/8" fittings

7. Copper Tubing: 1/8" X 50', cleaned tubing for connecting to gas supply.

8. Union 1/8" Stainless Steel Swagelok: for use with all stainless steel tubing and any adapter tubing such as MF-1/8"

EQUIPMENT SPECIFICATIONS – Continued

9. **Warranty:** A minimum one year warranty to be included with the equipment. Specify and provide warranty information available.
10. **Installation and Customer Familiarization:** Training is preferred and may be listed as an additional cost on the pricing sheet. Please provide details.
11. **3-Year Service Agreement and Maintenance Package:** Include details of the extended warranty and maintenance coverage and how services would be utilized; i.e. on-call or on-line technical assistance..

General Information:

The equipment is to deliver to the Ventura College Warehouse, 4900 Loma Vista Road, Ventura, CA 93003. Tax rate in this area is 7.75% to be used on the pricing sheet.

As noted on the Bid Proposal form, pricing must be valid for 6 months.

Questions regarding the bid or specifications may be directed via e-mail to kharding@vccd.edu.

Questions must be submitted by 3:00 pm on May 7, 2019.

Bid 582 VC Chromatography Equipment Price Sheet

CHEM Program Equipment, 1 each of: Chromatograph Liquid injection system, installation components, Training, Warranty and 3 year Service Agreement. NOTE: Specification sheets and formal supplier quote must be included in the Bid Proposal submitted. Please note warranty and training details with your proposal. Also below include any educational contracts or discounts that may apply.

#	Item	Bid Price
1	Gas Chromatograph - Mass Spectrometry, 115V Unit	
2	Fully Automated Liquid Sample Injection System	
3	Robotic Sample Tray	
4	Single - Phase Power Conditioner	
5	Regulator, HE, AR,N2,for GC	
6	Purifier, HE gas QP	
7	Tubing, Copper, 1/8" X 50', Cleaned	
8	Union 1/8" Stainless Steel (Swagelock)	
		Sub-Total:
		Sales Tax @ 7.75%:
		Equipment Total:
<i>Below items are Non-Taxable, please include details in proposal</i>		
9	1 Year Warranty (include details in proposal)	
10	Installation and Customer Familiarization	
11	3 Year Service Agreement and Maintenance Package	

Supplier Name: _____

Signature: _____

Title: _____ **Date:** _____

Freight: _____

Other Discount: _____

Total Bid Price: _____

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
BID FORM**

The undersigned, having carefully examined Notice to Bidders, General Instructions to Bidders and Specifications for **Bid 582 Ventura College Chromatography Equipment**, hereby proposes to furnish said materials and services in accordance with prices quoted on the attached form.

Bid prices must be valid for a minimum of a 6-month period after opening date of bid.

COMPANY NAME: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO. _____

E-MAIL ADDRESS: _____

ACKNOWLEDGEMENT OF BID ADDENDA

In submitting this Bid Proposal, the Bidder acknowledges receipt of all Bid Addenda issued. The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda.

_____ No Addenda Issued
(Initials)

_____ Addenda Number(s) _____ received, acknowledged and incorporated in this Bid Proposal.
(Initials)

PREPARED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

DRUG-FREE WORKPLACE CERTIFICATION

The Bidder certifies the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Bidder that a drug free workplace will be provided by Bidder by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Bidder's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Bidder connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

PREPARED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

NON-COLLUSION AFFIDAVIT

In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby acknowledge and agree to all specifications of the Ventura County Community College District bid and will see that our company is responsible for all materials and services as specified.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PREPARED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

In order to comply with legal requirements, the Ventura County Community College District is gathering and updating the affirmative action status of vendors. Please check your company's appropriate code as indicated below (see definitions).

- Minority-owned/Disadvantaged business
- Woman-owned business
- Small business concern
- Disabled Veteran enterprise
- Other
- None of the above

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

AFFIRMATIVE ACTION STATUS CODE DEFINITIONS

Minority-Owned/Disadvantaged Business

A small business concern which is at least fifty-one percent unconditionally owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one percent (51% of the stock of which is owned by such individuals, and whose management and daily business operations are controlled by one or more of such individuals).

Business owners who certify that they are members of named groups (African American, Hispanic Americans, Native Americans, Asian-Pacific/Asian Indian Americans) are considered socially and economically disadvantaged.

Woman-Owned Business

A business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

Small Business Concern

An independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.01 or in the Federal Procurement Regulations, Section 1-1.701.

Disabled Veteran Enterprise

"Disabled Veteran" means a veteran of the military, naval or air service of the United States with a service-connected disability who is a resident of the State of California. To qualify under this category, certification must be obtained from the Office of Small & Minority Business (OSMB) by completing Form OSMB11 and receiving an approved certification letter from that office. Contact the OSMB at (916) 322-5478 for specific assistance. The District must receive this certification with the bid response.

Ethnic Groups Key

African Americans: United States citizens whose origins are in any of the Black racial groups of Africa.

Hispanic Americans: United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Spain, Portugal, Central or South America.

Native Americans: United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians.

Asian Pacific/Asian Indian Americans: United States citizens whose origins are in Japan, China, Korea, Okinawa, Thailand, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, the Northern Marianas, India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.